



ALAMEDA COUNTY  
CONGESTION MANAGEMENT AGENCY

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*Agenda Item: 4.2  
November 10, 2008*

**Memorandum**

**DATE:** October 29, 2008  
**TO:** Administration and Legislation Committee  
**FROM:** Dick Swanson, Director of Finance and Administration  
**SUBJECT:** Staff Salaries and Benefits for 2009

**Action Requested:**

It is recommended that the Board approve the attached Salaries and Benefits Resolution 08-016 which incorporates the recommendations of CompAnalysis, the CMA's compensation consultant. Staff will present the recommendations at the Board meeting.

**Discussion:**

Every two years, the CMA updates salary ranges for the CMA job classifications based on matching specific job duties and responsibilities with comparable positions in the market place. For the 2009 calendar year, a salary structure adjustment is recommended based on labor market inflation statistics for the Bay Area from a number of sources. Based on these sources, CompAnalysis recommended that the salary ranges for the 2009 year be adjusted by the 3.00% Bay Area labor market inflation rate. In addition, because the 2009 estimated salary increases (page 2 of the attachment to the Report) range from 3.0 to 4.0 percent, the Merit Increase Guidelines shown on page 2 of the Salaries and Benefits Resolution have been reduced by one percent for all performance levels. The revised ranges are included in both the CompAnalysis Report, which is attached to this memorandum, and the Salaries and Benefits Resolution for 2009 which is also attached.

As part of CompAnalysis' work this year, staff asked that they provide a salary range "reality check" or verification for the Senior Accountant position. An analysis by CompAnalysis of the labor market for this position resulted in their recommendation to keep the position's classification in its current Grade 18.

In addition to the CompAnalysis' work on the Senior Accountant position, staff asked that they provide language within the proposed Staff Salaries and Benefits Resolution to accommodate potential use of part-time employees. The attached proposed Salaries and Benefits Resolution has included in italicized language specific provisions specifying the various holiday, leave, medical and other benefits for which a part-time employee would be eligible. For other than health benefits, a part-time employee would become eligible for benefits if they work a minimum of 30 hours per week, on average. Because of Cal PERS' eligibility requirements, a part-time employee would become eligible for health benefits if they work for a minimum of six months and average at least 20 hours per week.

**Financial Impact to the CMA Budget:**

The recommended labor market inflation adjustments in the salary ranges included in the CompAnalysis Report were assumed in the salaries and benefits projections used in the FY 2008-09 CMA Operating Budget.

**Attachments:**

1. Salary and Benefits Resolution-2009
2. CompAnalysis Report

***ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY***

**RESOLUTION 08-016**

**SALARIES AND BENEFITS FOR STAFF MEMBERS**

**CALENDAR YEAR 2009**

WHEREAS, the Alameda County Congestion Management Agency, hereinafter referred to as CMA, was created pursuant to a joint powers agreement entered into among the cities, County and transit operators of Alameda County; and

WHEREAS, the CMA is empowered by the joint powers agreement to carry out transportation planning and programming activities, including the development of a congestion management program pursuant to Section 65088 et seq. of the Government Code and a countywide transportation plan pursuant to Section 66531 of the Government Code, and to accomplish other transportation planning and programming functions and responsibilities; and

WHEREAS, the CMA is authorized under Section 11 and 13 of the Joint Powers Agreement to appoint and retain staff as necessary to fulfill its powers, duties and responsibilities;

NOW, THEREFORE, IT IS RESOLVED AND ORDERED that the rate of compensation and other employment benefits for members of the Alameda County Congestion Management Agency's independent staff for the Calendar Year 2008 are hereby adopted, and are herein set forth.

1.1 An employee shall be compensated at a rate set between the min and max of the range specified in Attachment 1 for their respective position classification.

1.2 The duties and responsibilities of the position classifications identified in Paragraph 1.1 shall be described by a CMA job specification approved by the Executive Director.

1.3 The salary ranges for the employees described in Paragraph 1.1 shall not include steps and/or provision for any automatic or tenure based increases.

1.4 Starting compensation, including salary, shall be set by the Executive Director consistent with the prescribed ranges for the position classifications identified in Paragraph 1.1.

2.1 Original appointments shall be tentative and subject to a probationary period of one (1) year actual service.

2.1.1 Every three (3) months during the probationary period new employees will meet with their supervisor to discuss the employee's performance to date. At the time of the discussion the supervisor will complete an evaluation for the employee's personnel records.

2.1.2 Upon completion of the probationary period, the employee shall be given a written evaluation. If this evaluation shows that the employee has satisfactorily demonstrated the qualifications for the position, the employee shall gain regular status, and shall be so informed in writing.

2.1.3 At any time during the probationary period, a probationary employee may be terminated without cause. Employee shall be notified in writing by the Executive Director of such termination.

2.1.4 The probationary period may be extended once by the Executive Director for a period not to exceed ninety days in order to further evaluate the performance of the probationary employee.

2.1.5 The probationary period is automatically extended by a period of time equal to the time the employee is absent due to any type of leave, including time absent while receiving workers compensation.

2.2 Following successful completion of the probationary period, performance reviews for employees shall be conducted at least once a year by the Executive Director or his/her designee.

2.3 On the basis of the performance reviews, increases or decreases in compensation will be granted at that time by the Executive Director based on a combination of the employee's performance rating and the existing position of his/her salary in the salary range for his/her position, consistent with the Board approved annual budget. Below are the merit increase guidelines:

Performance Level	Merit Increase Guideline (according to employee's current salary by position in range)			Contingent Guideline
	Lower Third	Middle Third	Upper Third	Minimum Base Salary
Outstanding-5	5-6%	4-5%	3-4%	115% of Midpoint
Exceeds Requirements-4	4-5%	3-4%	2-3%	110% of Midpoint
Achieves Requirements-3	3-4%	2-3%	0	100% of Midpoint
Needs Improvement-2	0	0	0	NA
Unsatisfactory-1	0	0	0	NA

The contingent salary guideline can only be used in the following instances:

- To maintain high performer salaries above the midpoint
- When retention issues arise
- To "promote-in-place" those employees whose job duties have changed since the last classification

The contingent salary guideline does not apply to employees during the probationary period.

### 3. **Holidays**

3.1 **Holidays.** The following paid holidays shall be observed by CMA:

New Year's Day	Veteran's Day (Observed)
Martin Luther King's Birthday	Thanksgiving Day
Presidents Day	The day after Thanksgiving
Memorial Day	December 25
Independence Day	The day after Christmas
Labor Day	

3.2 **Holiday Policy.** When a holiday falls on a Sunday, the following Monday shall be observed as the holiday date. When a holiday falls on a Saturday, the preceding Friday shall be observed.

3.3 **Floating Holidays.** *Regular full-time* employees are entitled to two floating holidays per year. Employees shall be granted such holidays at the beginning of each calendar year. Floating Holidays are not accruable and those unused at the end of the calendar year will be eliminated from the employee's available leave bank.

3.4 **Holiday Time.** Regular full-time employees shall receive eight (8) hours of holiday pay for each of the above holidays at their regular base rate. *Regular part-time employees shall receive paid holiday time pro rata should their regular work schedule fall on one of the above listed holidays.*

3.5 **Administrative Procedure.** The Executive Director shall establish holiday procedures governing CMA employees.

### 4. **Leaves of Absence**

#### 4.1 **Vacation**

**4.1.1 Accrual Rates.** CMA shall provide vacation leave with pay for regular employees. Vacation leave earned shall accrue upon completion of each pay period beginning upon completion of the pay period following that in which the employee commences service.

Beginning upon completion of the pay period following commencement of service, regular full-time employees shall be credited with *eight hours* per month for the first year and an additional *eight hours* per year for each year of service thereafter, to a maximum of five weeks (200 hours) per year. *Part-time employees shall earn vacation leave on a pro rata basis. The scheduled hours in the work week divided by five (5) will determine the credit each month. The maximum accrual will also be pro rated.*

**4.1.2 Maximum Vacation Benefits.** No employee shall be eligible to accrue more than a maximum of ten (10) weeks any one time, *pro rated for part time employees.* Once an employee reaches the maximum, the employee will cease accruing any additional vacation leave until such time as vacation leave hours fall below the maximum.

**4.1.3 Vacation Buy-Back Policy.** Upon request of an employee, and approval by the Executive Director, CMA will buy back a portion of an employee's annual accrual of vacation once per calendar year, subject to the following criteria: 1) that the employee must have taken at least two weeks (10 days) of vacation in the previous twelve (12) calendar months; and, that the maximum vacation cash-out shall not exceed one-half the employee's annual accrual. The Executive Director may grant a one-time exception per employee of the vacation cash-out limitation.

**4.1.4 Payment of Vacation upon Separation.** Accrued vacation pay that has not been used will be paid at time of resignation or termination. An employee terminating employment with CMA for reasons other than paid retirement from CMA employment shall be paid at such employee's current rate of pay for all unused accrued vacation up to the maximum amount of permissible accumulated vacation time as set forth above, in one (1) lump sum less applicable taxes. An employee separating from CMA service for paid retirement may elect either to take time off for vacation prior to the employee's date of retirement, or to be paid at the employee's current rate of pay for vacation up to the ceiling amount as set forth above, in one lump sum.

**4.2 Management Leave.** *Regular full-time* exempt employees shall receive management leave up to 80 hours per year at the discretion of the Executive Director. Management Leave shall not carry over from year to year and accrued hours are not available for cash-out at any time or payoff at termination. Use of Management Leave shall be at the discretion of the Executive Director.

**4.3 Sick Leave.** *Regular employees* (including probationary employees) shall receive sick leave, accumulating at the rate of one day per calendar month up to one hundred twenty (120)

working days (*pro rated for part time employees*). Up to 120 days of accrued but unused sick leave may be used toward service credit for PERS retirement benefits. Sick leave is available only for the actual illness or injury of an employee or the employee's spouse, registered domestic partner, children, parents, or other dependents. *Sick leave will be pro rated for part time employees and accrued in the same manner as vacation leave (see section 4.1.1 above).*

**4.4 Family and Medical Leave.** CMA shall comply with the California Family Rights Act and the federal Family Medical Leave Act. An employee is entitled to up to 12 weeks of family/medical leave within any 12-month period. At the end of the leave, the employee will be restored to the same or an equivalent position, except under certain circumstances specified in the applicable laws.

CMA has elected to measure eligibility for family/medical leave using the 'rolling method' of calculations. This means that CMA will look back at the 12-month period before the date the employee seeks to take family/medical leave to determine if the employee is eligible for leave and how much is available.

Employees must exhaust any accrued vacation time and/or sick leave (if the leave is due to the employee's own serious health condition or to care for the serious health condition of another) while on family/medical leave. Employees taking family/medical leave due to the birth of a child to that employee's spouse or registered domestic partner, or to care for such child, may, but are not required to, utilize accrued sick leave during such leave. Such use of accrued vacation time and/or sick leave is the only pay such employee will receive while on family/medical leave.

**4.5 Leaves Because of Pregnancy, Child Birth or Related Conditions.** CMA shall comply with California's Pregnancy Disability Leave Law. Employees may, but are not required, to utilize accrued vacation and sick leave during any pregnancy leave so as to receive pay during some or all such leave.

**4.6 Military Leave.** Military leave shall be granted in accordance with federal and state law.

**4.7 Bereavement Leave.** In the event of a death in the immediate family of a regular full-time employee, paid leave not chargeable to sick or vacation leave will be granted for a period up to three (3) consecutive scheduled work days for the purpose of making arrangements for, or to attend, the funeral. Employees shall receive one (1) day to attend a funeral for a friend or relative outside their immediate family. Immediate family is defined as spouse, domestic partner, children, sister, brother, mother, father, legal guardian, legal dependent, current mother- or father-in-law, grandparents, or grandchildren.

**4.8 Jury and Witness Duty Leave.**

4.8.1 All regular full-time employees will be granted a leave of absence with pay for all or any part of the time necessarily required for jury duty in the manner prescribed by law.

The employee must return to work on the same day he or she is excused from service. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.

4.8.2 All regular full-time employees will be granted a leave of absence with pay for their appearance as a witness in a civil or criminal proceeding (other than as an accused) for any appearance that is solely attributable to the employee's work for CMA.

#### 4.9 Unpaid Leaves Not Otherwise Provided

4.9.1 **Unpaid Leave.** The Executive Director may grant unpaid leaves of absence to CMA employees for an initial period of up to ninety (90) days. For employees with service less than twelve (12) months, the Executive Director may grant an employee a leave of absence without pay for a maximum of two (2) weeks.

4.9.2 **Accrual of Benefits.** For leaves of absence without pay in excess of two (2) weeks, employees on unpaid leaves of absence are not entitled to accrue benefits, including holiday pay, during an unpaid leave of absence. Upon a return to work from an unpaid leave of absence, the eligibility and accrual dates for all benefits will be adjusted to reflect the period of such leave.

4.9.3 **Leave During Probation.** Any employee granted an unpaid leave of absence granted during his or her probationary period will have such probationary period extended by the number of days granted for such purpose.

4.9.4 **Status Following Leave of Absence.** Upon expiration of an approved leave, the employee shall be reinstated in the position held at the time leave was granted.

4.9.5 **Failure to Comply with Terms of Leave.** If an employee accepts other employment during a leave of absence, except as otherwise provided by state or federal law, or fails to return to work on the next regularly scheduled work day following the expiration of his or her leave, it may be deemed that the employee has voluntarily terminated his or her employment.

4.9.6 **Legal Requirements.** Nothing in this policy shall prevent an employee from receiving a leave of absence required by law.

4.10 **Service Credit.** For employees who were serving the CMA prior to November 1, 1993 under contract, service credit will be given from the time of hire or the effective day of the Joint Powers Agreement, May 28, 1991, whichever is later. The Executive Director may make exceptions to this schedule if he or she determines such an exception to be in the best interest of CMA.

4.11 **Administrative Procedure.** The Executive Director shall establish specific guidelines and procedures to implement all of the leave policies.



**5. Medical and Health Insurance Benefits**

**5.1 Health Care.** All regular CMA employees *working at least an average of 20 hours per week* shall be entitled to enroll in CMA's health insurance plan, provided through the State of California's Public Employees Retirement System (PERS). CMA shall pay an amount at least equal to the cost of the Kaiser North health plan for self and two plus dependents on behalf of its regular full-time employees. *CMA shall pay an amount at least equal to the cost of the Kaiser North health plan for self only on behalf of its part-time employees who work twenty (20) or more hour per week.* Premiums not paid by CMA shall be the responsibility of the employee. *Full-time* employees who elect not to use the CMA's health care benefit shall receive one-half (1/2) of the Kaiser North health plan premium (for self and two plus dependents) in additional salary.

**5.2 Dental and Other Benefits.** CMA shall provide each regular full-time employee, *and part-time employees working 30 hours or more*, the following additional benefit programs:

- A dental program
- A vision care program
- Group life insurance
- Disability Insurance
- A transit subsidy program, with a maximum in accordance with the federally authorized amount

**5.3 Non-reimbursable medical and dental expenses.** CMA will reimburse regular full-time employees for non-reimbursed medical and dental expenses up to a maximum of \$982 annually *and regular part-time employees working twenty hours or more up to a maximum of \$491 annually.*

**5.4 Tuition Assistance.** Following completion of their probationary period, regular full-time employees are eligible for reimbursement for job-related courses, subject to their Department Head's approval. CMA will reimburse employees for 50% of tuition fees up to \$500 at an accredited institution.

**5.5 Other benefits.** At no cost to CMA, CMA will also provide:

- A pre-tax child care and non-reimbursable medical expense program
- An optional deferred compensation program

**5.6 Administrative Procedure.** The Executive Director shall establish specific guidelines and procedures to implement all of the benefit policies.

6. **Retirement.** All CMA employees shall be entitled to membership with the Public Employees' Retirement System (PERS) according to the guidelines established in the PERS Retirement Benefits Policy and CMA's contract with PERS. Pursuant to Government Code section 20022(b)(6), CMA shall contribute to PERS each pay period the 7% employee contribution on behalf of all employees. Such contribution shall be reported to PERS as "employee contribution being made by the contracting agency" and shall not be deemed to be "compensation" reportable to PERS.

7. **Reimbursement of Expenses.** CMA will reimburse CMA employees for reasonable and normal expenses associated with CMA business approved by the Executive Director. An employee may be offered a fixed monthly allowance in lieu of actual expenses; which may be adjusted annually by the Executive Director.

8. **Office Hours**

8.1 Full time employees may work a flexible schedule pursuant to a policy adopted by the Executive Director, except weeks containing CMA holidays as defined in Paragraph 3.1.

8.2 The offices of the CMA shall be open for the public between 8:30 a.m. and 5:00 p.m. each weekday, except on CMA holidays as defined in Paragraph 3.1.

9. All provisions of this Resolution shall be effective and pertain to all employees as of the date of hire of the employee, or January 1, 2008, whichever is later in time, unless otherwise provided.

10. The Executive Director is authorized to execute the necessary contracts for the benefits and insurance coverage described herein.

ADOPTED by the Alameda County Congestion Management Agency at a regular meeting held on December 11, 2008 in Oakland, California, by the following vote:

AYES: NOES: ABSTAINED: ABSENT:

SIGNED: ATTEST:

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Mark Green, Chairperson

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Gladys Parmelee, Board Secretary

**Alameda County Congestion Management Agency**  
**2009 Salary Structure**  
**Attachment A**

Grade	Salary Range 2009 (\$)			Position
	Min	Mid	Max	
35	175,000	214,700	254,400	
34	165,000	202,500	240,000	
33	155,700	191,100	226,500	
32	146,800	180,100	213,400	Chief Deputy, Programming & Projects
31	138,600	170,000	201,500	
30	130,600	160,200	189,800	Director Finance & Administration
29	123,100	151,100	179,100	Principal Transportation Engineer II
28	116,100	142,400	168,700	Principal Transportation Engineer I Principal Transportation Planner II
27	109,500	134,300	159,100	Principal Transportation Planner I
26	103,300	126,700	150,100	
25	97,400	119,500	141,600	Senior Transportation Engineer
24	91,900	112,800	133,700	Senior Transportation Planner
23	86,600	106,300	126,000	Information Technology Specialist Information Technology Manager
22	81,700	100,300	118,900	Associate Transportation Engineer
21	77,200	94,700	112,200	Accounting Manager Associate Transportation Planner
20	72,700	89,200	105,700	Contracts Administrator
19	68,600	84,200	99,800	
18	64,700	79,400	94,100	Administrative Manager Management Analyst Senior Accountant
17	61,000	74,800	88,600	Assistant Transportation Engineer
16	57,500	70,600	83,700	Assistant Transportation Planner
15	54,200	66,500	78,800	Accountant
14	51,000	62,600	74,200	Executive Assistant
13	48,200	59,100	70,000	Engineering Staff Assistant II
12	45,500	55,800	66,100	Administrative Assistant III
11	42,800	52,500	62,200	Junior Accountant Engineering Staff Assistant I
10	40,300	49,500	58,700	Administrative Assistant II
9	38,100	46,800	55,500	
8	35,900	44,000	52,100	Administrative Assistant I
7	34,000	41,700	49,400	
6	31,900	39,200	46,500	Accounting Clerk
5	30,200	37,100	44,000	Receptionist
4	28,400	34,900	41,400	
3	27,000	33,100	39,200	
2	25,400	31,200	37,000	
1	24,000	29,500	35,000	



October 31, 2008

Mr. Richard Swanson  
Director, Finance & Administration  
Alameda County Congestion Management Agency  
1333 Broadway, Suite 220  
Oakland, CA 94612

Dear Dick:

The ACCMA has asked CompAnalysis to update its salary administration plan for 2009, recommending whether and to what extent the overall salary structure should be adjusted for labor market inflation. In addition, we looked at the appropriateness of the merit increase matrix relative to statistical projections of 2009 salary increases.

Despite the struggling economy, surveys indicate that employers are budgeting for increases in both salary structures (ranges) and actual salary increases in 2009. I have attached data from several well-regarded and reputable sources, including our own survey, which detail 2009 estimates of both types of increases. Also, CompAnalysis has, during the past several weeks, completed a follow-up survey of the participants in its own survey, the *2008 CompAnalysis Greater S.F. Bay Area Compensation Survey*, to determine if the recent economic situation has led employers to change their previously stated salary increase plans. The results of this supplementary research have shown that, on average, projected structure increases are approximately 3%. Projected average salary increases for 2009, based on the most recent data, range from 3 – 4%. It is worth noting that 73% of the participants in our follow-up survey have not changed their plans for 2009 projected salary increase budgets.

Taking all this into consideration, CompAnalysis is recommending a 3% adjustment to your salary structure for 2009, down from the 3.75% structure increase we recommended last year. In addition, we are recommending that the existing merit increase matrix percentage guidelines, which specify appropriate actual salary increases depending on position in range and level of performance, be uniformly adjusted down by 1%.

In addition to our recommendation for updating the salary structure, our project included, at your request, a labor market analysis for the Senior Accountant position. We recommend that the position remain classified at a Grade 18 based on the labor market data which we have already provided to you.

We hope that these recommendations prove useful to the ACCMA. Attached please find tables detailing salary increase statistics from various sources.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shari".

Shari Dunn  
Managing Principal

## Attachment 1

### Published Data on Salary Administration Practices 2007-2009

#### Structures

##### Salary Structure Adjustment Percentages (Greater San Francisco Bay Area)

Source: CompAnalysis

	Reported in 2007:		Reported in Sept. 2008:	
	2007 Actual	2008 Estimated	2008 Actual	2009 Estimated
Executive	3.0	3.4	3.5	3.0
Exempt	3.0	3.4	3.5	3.0
Hourly	3.0	3.5	3.5	3.0
Overall	3.0	3.5	3.5	3.0

##### Salary Structure Adjustment Percentages (California)

Source: Employer's Group

	Reported in Sept. 2008:	
	2008 Actual	2009 Estimated
Production, Maintenance & Service	3.4	2.9
Nonexempt Office/Clerical/Tech.	3.3	2.9
Salaried Exempt	3.1	3.0
Executives	3.6	3.3

##### Salary Structure Increase Percentages (United States)

Source: WorldatWork

	Reported in 2007:		Reported in Aug. 2008:	
	2007 Actual	2008 Estimated	2008 Actual	2009 Estimated
Nonexempt Hourly Nonunion	2.5	2.6	2.5	2.6
Nonexempt Salaried	2.6	2.7	2.5	2.7
Exempt Salaried	2.6	2.7	2.5	2.7
Officers/Executives	2.6	2.8	2.6	2.8

## Attachment 2

### Published Data on Salary Administration Practices 2007-2009

#### *Salary Increases*

##### Salary Increase Percentages (Greater San Francisco Bay Area)

Source: CompAnalysis

	Reported in 2007:		Reported in Sept. 2008:	
	2007 Actual	2008 Estimated	2008 Actual	2009 Estimated
Executive	3.5	3.5	3.5	4.0
Exempt	3.5	3.5	3.5	4.0
Hourly	3.5	3.5	3.3	3.5
Overall	3.5	3.5	3.5	3.9

October Update:  
2009 Estimated 3.6% Overall

##### Salary Increase Percentages (California)

Source: Employer's Group

	Reported in Sept. 2008:	
	2008 Actual	2009 Estimated
Production, Maintenance & Service	3.2	3.2
Nonexempt Office/Clerical/Tech.	3.1	3.1
Salaried Exempt	3.0	3.0
Executives	3.2	4.0

##### Total Salary Budget Increase Percentages (United States)

Source: WorldatWork

	Reported in 2007:		Reported in Aug. 2008:	
	2007 Actual	2008 Estimated	2008 Actual	2009 Estimated
Nonexempt Hourly Nonunion	3.8	3.8	3.8	3.8
Nonexempt Salaried	3.8	3.8	3.8	3.8
Exempt Salaried	3.9	3.9	3.9	3.9
Officers/Executives	4.1	4.0	4.0	4.0

##### Budgeted Pay Increase Percentages (United States)

Source: Mercer

	Reported in Aug. 2008:	
	2008 Actual	2009 Estimated
All Employees	3.8	3.7
Executives	4.1	3.9
Management	3.8	3.7
Professional (Sales & Non-Sales)	3.8	3.7
Office/Clerical/Technician	3.7	3.7
Trades/Production/Service	3.6	3.6